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STATE MS.-DE SOTO CO.

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Prepared By And Return To:
Realty Title
1306 Goodman Road Ste. 110
Southaven, MS 38671
(662) 536-1770

BK 1924 PG 379
W.E. DAVIS CH. CLK.

When recorded please return to:

EMC Mortgage Corporation
Mac Arthur Ridge II
909 Hidden Ridge Dr. Suite 200
Irving, TX 75038
EMC Tracking No. 8741274

SUBORDINATION AGREEMENT

For and in Consideration of \$10.00 Dollars (\$10.00), the receipt and adequacy of which is hereby acknowledged, **Conseco Finance Servicing Corporation**, does hereby subordinate their mortgage in the original amount of Twenty Three Thousand Eighteen Dollars and 00/100 (\$23,018.00), dated June 30, 2000, and recorded August 17, 2000, in Book 1238, Page 0491, in the Office of the Recorder of DeSoto County, MS: thereto, to a certain mortgage executed by Michaela Smith to National City Mortgage, Secretary of Housing and Urban Development, and/or its representative successors and assigns as their interest may appear, in a loan amount not to exceed \$59,033.00, dated November 20, 03 which mortgage was recorded on 12/16/03 as Book 1870, Page 395, in the Recorder's Office of DeSoto County, MS, encumbering the following described real estate:

Lot 1097, Section C North, DeSoto Village Subdivision, situated in Section 33, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 10, Page 2, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Conseco Finance Servicing Corporation
by it's Attorney in fact,
EMC Mortgage Corporation

By: Bart J. Bailey

(Print) Bart J. Bailey

Assistant Vice President

Title (Print)

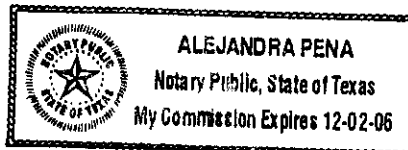
By Power of Attorney to be recorded herewith

State of Texas
County of Dallas

On October 20, 2003, before me, the undersigned Notary Public in and for said State, personally appeared Bart J. Bailey, Assistant Vice President of EMC Mortgage Corporation (Attorney in Fact for **Conseco Finance Servicing Corporation** according to a Power of Attorney), known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument who acknowledged that he/she is the authorized Attorney-in-fact of **Conseco Finance Servicing Corporation** and whose address is c/o EMC Mortgage Corporation, MacArthur Ridge II, 909 Hidden Ridge Drive, Suite 200 Irving, TX, 75038, and who acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

Witness My Hand and Official Seal.

Alejandra Pena
Notary Public: Alejandra Pena
My commission expires: 12-2-06



Prepared by EMC Mortgage Corporation.
When recorded return to:
 EMC Mortgage Corporation
 Attn: Collateral Management
 909 Hidden Ridge Drive, Suite 200
 Irving, TX 75038
 972/444-2800

LIMITED POWER OF ATTORNEY TO EMC MORTGAGE CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Consec Finance Corp. (the "Originator" and "Interim Servicer") ("Consec") and any following related entities:

Consec Finance Corp.	41-1807858
Consec Finance Credit Corp.	41-1444972
Consec Finance Consumer Discount Company	41-1584822
Consec Finance Servicing Corp.	41-1795868
Consec Finance Corp. – Alabama	41-1809249
Consec Finance Loan Company	41-1916091

are the originators of certain loan assets sold , and EMC Mortgage Corporation, a Delaware Corporation ("EMC") located at 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038 and acting by and through EMC's authorized agents, employees, or representatives, is the servicer of such loan assets, pursuant to the terms of the Mesa Series 2003-A Pooling and Servicing Agreement dated June 1, 2003, by and among Green Tree Investment Holdings LLC, Green Tree HE/HI LLC, as interim servicer, EMC Mortgage Corporation, as servicer, and US Bank National Association, as trustee (the "Pooling and Servicing Agreement").

NOW, THEREFORE, Originator does hereby make, constitute and appoint EMC, Originator's true and lawful agent and attorney-in-fact, with respect to each Loan transferred to the trustee pursuant to the Pooling and Servicing Agreement only, in Originator's name, place and stead: (i) to complete (to the extent necessary) and to cause to be submitted for filing or recording in the appropriate public filing or recording offices, all assignments of mortgage, deeds of trust or similar documents, assignments or reassignments of rents, leases and profits, in each case in favor of the appropriate party as set forth in by the Loan documents, and all Form UCC-2 or UCC-3 assignments of financing statements and all other comparable instruments or documents with respect to the Loans which are customarily and reasonably necessary or appropriate to assign agreements, documents and instruments relating to the Loans, and to evidence, provide notice of and record such assignments and conveyances in favor of the appropriate party as set forth by the Loan documents in the public records of the appropriate filing and recording offices; (ii) to file or record in the appropriate public filing or recording offices, all other Loan documents necessary to be recorded or any such Loan which has not been submitted for filing or recordation which have been so submitted but are subsequently lost or returned unrecorded or unfiled as a result of actual or purported defects therein, in order to evidence, provide notice of and perfect any security interests, liens securing the Mortgage Loans in the public records of the appropriate filing and recording offices; and (iii) to do and perform all acts in connection with the servicing, administration and management of the Loans, including but not limited to:

- (1) execute and deliver customary consents or waivers and other instruments and documents;

- (2) consent to transfers of any mortgaged property and assumptions of the mortgage notes and related mortgages;
- (3) collect any Insurance Proceeds and other Liquidation Proceeds,
- (4) effectuate foreclosure or other conversion of the ownership of the mortgaged property securing any Loan;
- (5) to sign any necessary Assignments of Mortgage to fully give the lienholder rights over from Consecro to EMC;
- (6) execute and deliver any and all instruments of satisfaction or cancellation or of partial or full release or discharge and all other comparable instruments, with respect to the Loans, and with respect to the mortgaged properties; and
- (7) execute all documents customarily and reasonably necessary and appropriate for the transfer post-foreclosure of the previously mortgaged properties to third parties, and then to collect the sales proceeds from that transfer.
- (8) the endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan.

ARTICLE I

The enumeration of particular powers herein is not intended in any way to limit the grant to EMC as Originator's attorney-in-fact of full power and authority with respect to the Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes, as Originator might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; and Originator agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until termination thereof under the provisions of Article III below. Any and all third parties dealing with EMC as Originator's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of EMC, as applicable. Any purchaser, title insurance company or other third party may rely upon a written statement by EMC that any particular Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney.

ARTICLE II

Subject to the provisions of Article IV, any act or thing lawfully done hereunder by EMC shall be binding on Originator and Originator's successors and assigns.

ARTICLE III

This Limited Power of Attorney shall continue in full force and effect until the earliest occurrence of any of the following events:

- (i) the transfer by EMC of its servicing obligations on the Loans to another servicer; and
- (ii) written cancellation by Originator.

ARTICLE IV

Notwithstanding anything herein to the contrary, use of this Limited Power of Attorney is restricted to use in connection with the Loans as defined in the Pooling and Servicing Agreement and is limited to those actions reasonable and necessary for EMC to carryout the provisions of the Pooling and Servicing Agreement. EMC agrees to indemnify Originator and Interim Servicer for any use of this Limited Power of Attorney for any other purpose or for any liability incurred by Originator by EMC's use of the Limited

Power of Attorney pursuant to the Servicer's indemnity provision of the Mesa Series 2003-A Pooling and Servicing Agreement dated June 1, 2003.

IN WITNESS WHEREOF, Originator has caused this instrument to be executed and its corporate seal to be affixed hereto by its officer duly authorized as of June 26, 2003.

Conseco Finance Corp.

By: [Signature]
 Name: George J. Budzynski
 Title: Vice President

Attest: [Signature]
 Name: Cheryl A. Collins
 Title: Chief Financial Officer

Witness:
 By: [Signature]
 Name: Sheryl Huffman

Witness:
 By: [Signature]
 Name: Melissa Stofferan



ACKNOWLEDGEMENT

STATE OF Minnesota)
) ss:
 COUNTY OF Washington)

On this 26th day of June, 2003, before me appeared George J. Budzynski, to me personally known, who, being by me duly sworn did say that he is the Vice President of Conseco Finance Corp., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

By: [Signature]
 Name: Stephanie Lohmann
 Notary Public in and for said County and State

My Commission Expires: 1 - 31 - 05

